

WHEREAS the parties' agreement and consent to the entry of this Agreed Permanent Injunction is reflected by the signature of their counsel below;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Defendants RentExpert, Inc. d/b/a RentExpert.com, Ganapathy Krishnan, John Guthrie, Kalyani Krishnan, Yuri Pikover, and Bob Hawk, their officers, directors, members, employees, agents, joint venturers, representatives, successors and assigns, and all persons in active concert with them (collectively, "the Defendants"), agree and are hereby permanently ENJOINED as follows:

(1) Accessing the following websites in any manner not consistent with their currently posted Terms and Conditions of Use:

www.HomeAway.com
www.VacationRentals.com
www.GreatRentals.com
www.A1Vacations.com
www.VRBO.com
www.CyberRentals.com
www.TripHomes.com
www.Holiday-Rentals.co.uk
www.Holiday-Rentals.fr
www.VacationVillas.net
www.Abritel.fr
www.Fewo-Direkt.de

(Hereinafter referred to as the "HomeAway Websites");

(2) Copying, reproducing, uploading, storing, saving, posting, displaying, distributing, or transmitting, or allowing any such action to take place on their behalf, on any website owned, operated or controlled, by Defendants, or elsewhere, of any rental property listing obtained from the HomeAway Websites, or any content, in whole or in part, of any rental property listing obtained from the HomeAway Websites, unless Defendants have prior written consent to do so from the owner of the property or an agent of the owner of that property;

(3) Using any information obtained from the HomeAway Websites, including HomeAway's customer contact information, to contact such customers by email, telephone, or any other means, unless the Defendants have prior written consent to do so from the owner of the property or an agent of the owner of that property;

(4) In the event that HomeAway believes that either of the Defendants has violated the terms of this injunction, HomeAway shall provide the allegedly offending Defendant with written notice that specifies the alleged violation of the injunction; provides information or evidence that supports HomeAway's claim of rights (such as evidence that a contested property listing is included on HomeAway's Websites); and specifies reasonable steps that may be taken to cure the alleged violation. The notified Defendant shall have thirty days from actual receipt of notice of an alleged violation of the injunction within which to cure the alleged violation of this Agreed Permanent Injunction or otherwise respond to the allegation of the violation. Neither party may commence suit or action for contempt regarding the alleged violation until after expiration of that thirty days. The parties are directed to work in good faith to resolve any alleged violation of the injunction. If, after the expiration of the thirty days, the parties are unable to reach resolution regarding the alleged violation, the parties may seek such further remedies as they believe appropriate under this Agreed Permanent Injunction. This provision applies only to the terms of this Agreed Permanent Injunction and does not replace or limit any other legal or equitable claims or remedies that HomeAway may have under applicable state or federal law.

This Agreed Permanent Injunction shall remain in effect until modified or dissolved by signed, written mutual agreement by the parties, or further order of the Court.

All relief not expressly granted herein is denied.

This Agreed Permanent Injunction disposes of all claims and all parties except for the Court's

continuing jurisdiction to enforce this Agreed Permanent Injunction and the terms of the Settlement Agreement and Release, and finally disposes of this cause.

IT IS SO ORDERED.

Dated: _____, 2010.

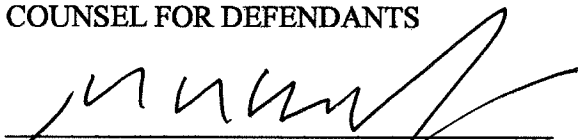
LEE YEAKEL, UNITED STATES DISTRICT JUDGE

AGREED AS TO FORM AND SUBSTANCE:



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